

REMARKS

In the Office Action¹ dated August 15, 2011, the Examiner:

rejected claims 30, 31, 40, and 51-55 under 35 U.S.C. § 102(e) as allegedly unpatentable over U.S. Patent Pub. No. 2010/0023452 to Brown ("*Brown*");

rejected claims 36 and 38 under 35 U.S.C. § 103(a) as allegedly unpatentable over *Brown* in view of U.S. Patent No. 6,044,362 to Neely ("*Neely*"); and

rejected claims 41, 45, 49, and 50 under 35 U.S.C. § 103(a) as allegedly unpatentable over *Brown* and *Neely* in view of U.S. Patent No. 7,353,203 to Kriplani et al. ("*Kriplani*").

By the present Amendment, Applicants propose to amend claims 30, 54, and 55.

Upon entry of this Amendment, claims 30, 31, 36, 38, 40, 41, 45, and 49-55 will remain pending.

I. Rejection of Claims under 35 U.S.C. 102(e)

Applicants respectfully traverse the rejection of claims 30, 31, 40, and 51-55 under 35 U.S.C. § 102(e) as being anticipated by *Brown*.

In order for *Brown* to anticipate Applicants' claims, each and every element as set forth in the claim must be found, either expressly or inherently, in *Brown*. See M.P.E.P. §2131. Further, "[t]he identical invention must be shown in as complete detail as is contained in the . . . claim." M.P.E.P. §2131, quoting *Richardson v. Suzuki Motor Co.*, 868 F.2d 1126, 1236 (Fed. Cir. 1989). Here, *Brown* fails to disclose, either expressly or inherently, each and every feature recited in Applicants' claims.

¹ The Office Action may contain statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

Independent claim 30 recites a combination including, for example:

selecting, from a plurality of electronic-invoice records...
invoices which are due within a pre-selectable time or on a
pre-selectable date;

assigning a first priority to a first invoice included in the
selected invoices, wherein the first invoice is associated with
a first due date;

assigning a second priority to a second invoice included in
the selected invoices, wherein, based on the first priority and
the second priority, the second invoice is associated with a
second due date and the second priority is a higher priority
than the first priority; [and]

using the first state and the second state to control
processing of the invoices, wherein the second invoice is
processed before the first invoice even if the second due
date identifies a date that occurs after a date identified by
the first due date.

Brown fails to disclose the above subject matter of claim 1. *Brown* relates to presenting invoices “in a graphical form consistent with the appearance of a normal paper bill.” *Brown*, ¶ [0063]. “The information visually presented to a manager may preferably include embedded links... such that associated elements may be selected to obtain further information.” *Brown*, ¶ [0064]. A “dispute button” and “[a]n invoice payment button” may also be displayed to initiate a dispute process or to approve an invoice for payment. *Brown*, ¶ [0064]. “The main page display 500 may have invoice type selection buttons 502a, 502b, 502c to allow selection of invoice types,” where the invoice types may be work orders, utilities, or misc. services. *Brown*, ¶ [0065], FIG. 5. “[C]ategorical information such as ‘Number of Unpaid Invoices’ 514, ‘Next Invoice Due Date’ 516, or ‘outstanding disputes’ 518 may be displayed for a manager.” *Brown*, ¶ [0066].

Brown does not, however, teach or even suggest “assigning a first priority[,] . . . [and] assigning a second priority . . . using the first state and the second state to control processing of the invoices, wherein, based on the first priority and the second priority, **the second invoice is processed before the first invoice even if the second due date identifies a date that occurs after a date identified by the first due date,**” as recited in claim 30 (emphases added). This is at least because *Brown* merely discloses displaying the invoices with due dates. Simply displaying invoices with due dates does not constitute processing a second invoice before a first invoice even if a due date of the second invoice is after a due date of the first invoice.

Moreover, *Brown* fails to teach or even suggest other subject matter recited in claim 30. For example, *Brown* does not teach or suggest “sending a message including description information corresponding to one of the selected invoices, the message including location information identifying a path for accessing the one selected invoice,” as in claim 30. This is at least because *Brown* is silent regarding sending a message with description information and location information identifying a path to access an invoice.

In view of the above, *Brown* fails to disclose, either expressly or inherently, each and every feature of independent claim 30. Accordingly, the rejection of claim 30 under 35 U.S.C. § 102(e) should be withdrawn and the Examiner should timely allow claim 30.

Independent claims 54, and 55, while differing in their scope, each recite features similar to those discussed above in relation to claim 30. Thus, for at least the reasons above, independent claims 54 and 55 are allowable over *Brown*. Applicants respectfully

request the Examiner to withdraw the rejection of claims 54 and 55 under 35 U.S.C. § 102(e).

In its rejection of claims 31, 40, and 51-53, the Office Action similarly relied on *Brown*. But claims 31, 40, and 51-53 each depend from independent claim 30, and thus include all features thereof. As set forth above, *Brown* does not teach or suggest at least the above-noted subject matter of independent claim 30 and included in claims 31, 40, and 51-53. Thus, the rejections of dependent claims 31, 40, and 51-53, under 35 U.S.C. § 102(e) are improper and should be withdrawn.

II. Rejection of Claims 36 and 38 under 35 U.S.C. § 103(a)

Applicants respectfully traverse the rejection of claims 36 and 38 under 35 U.S.C. § 103(a) as being unpatentable over *Brown* in view of *Neely*. A *prima facie* case of obviousness has not been established.

Claims 36 and 38 depend from independent claim 30 and include all recitations therein. As discussed, *Brown* fails to teach or suggest all of the features of independent claim 30. *Neely* fails to remedy the deficiencies of *Brown* by also failing to teach or suggest the above-noted features of independent claim 30. Accordingly, the combination of *Brown* and *Neely* fails to teach or suggest claims 36 and 38, and these claims are allowable at least because of their dependence from independent claim 30.

III. Rejection of Claims 41, 45, 49, and 50 under 35 U.S.C. § 103(a)

Applicants respectfully traverse the rejection of claims 41, 45, 49, and 50 under 35 U.S.C. § 103(a) as being unpatentable over *Brown* and *Neely* in view of *Kriplani*. A *prima facie* case of obviousness has not been established.

Claims 41, 45, 49, and 50 depend from independent claim 30 and include all recitations therein. As discussed, *Brown* and *Neely* fail to teach or suggest all of the features of independent claim 30. *Kriplani* fails to remedy the deficiencies of *Brown* and *Neely* by also failing to teach or suggest the above-noted features of independent claim-30. Accordingly, the combination of *Brown*, *Neely* and *Kriplani* fails to teach or suggest claims 41, 45, 49, and 50, and these claims are allowable at least because of their dependence from independent claim 30.

CONCLUSION

Applicants respectfully request that this Amendment under 37 C.F.R. § 1.116 be entered by the Examiner, placing the claims in condition for allowance. In view of the foregoing, Applicants respectfully request entry of this Amendment after final, reconsideration of this application, and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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Dated: October 17, 2011

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